

ITEL RAIL

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

November 17, 1983

8487
RECORDATION NO. FILE 1428

DEC 7 1983 -9 00 AM

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

This is to request that you cross-index the Consolidated, Amended, and Restated Equipment Trust Agreement, dated as of January 1, 1982, which was filed under I.C.C. Recordation No. 14165, on September 20, 1983 at 3:00 p.m., with the following documents:

1. Lease between Itel Corporation, Rail Division and Apalachicola Northern Railroad, dated January 25, 1977 and filed under I.C.C. Recordation No. 8796, on April 27, 1977 at 12:45 p.m.
2. Lease between Itel Corporation, Rail Division and Arcata and Mad River Railroad, dated July 10, 1978, and filed under I.C.C. Recordation No. 10034, on January 19, 1979 at 2:10 p.m.
3. Lease between Itel Corporation, Rail Division and Atchison, Topeka and Santa Fe Railway Co., dated May 14, 1982, and filed under I.C.C. Recordation No. 13706, on July 26, 1982 at 1:45 p.m.
4. Lease between Itel Corporation, Rail Division and New Orleans Public Belt Railway, dated October 26, 1978, and filed under I.C.C. Recordation No. 10033, on January 19, 1979 at 2:10 p.m.
5. Lease between Itel Corporation, Rail Division and Atchison, Topeka and Santa Fe Railway Co., dated July 30, 1982, and filed under I.C.C. Recordation No. 13818, on October 26, 1982 at 12:40 p.m.

Ms. Agatha Mergenovich
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6. Lease between Itel Corporation, Rail Division and Cadiz Railroad, dated November 10, 1976, and filed under I.C.C. Recordation No. 8654, on January 10, 1977 at 2:05 p.m.
7. Lease between Itel Corporation, Rail Division and Camino, Placerville and Lake Tahoe Railroad Co., dated February 9, 1977, and filed under I.C.C. Recordation No. 8798 on April 27, 1977
8. Lease between Itel Corporation, Rail Division and Crab Orchard and Egyptian Railroad, dated June 21, 1978, and filed under I.C.C. Recordation No. 9936, on December 22, 1978 at 3:55 p.m.
9. Lease between Itel Corporation, Rail Division and Detroit, Toledo and Ironton Railway Co., dated March 10, 1981, and filed under I.C.C. Recordation No. 13077, on April 30, 1981 at 2:25 p.m.
10. Lease between Itel Corporation, Rail Division and East Camden and Highland, dated April 26, 1978, and filed under I.C.C. Recordation No. 9756, on October 11, 1978 at 2:45 p.m.
11. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Company, dated October 21, 1981, and filed under I.C.C. Recordation No. 13554, on February 18, 1982 at 2:40 p.m.
12. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Company, dated March 8, 1979, and filed under I.C.C. Recordation No. 10362, on May 10, 1979 at 2:00 P.m.
13. Lease between Itel Corporation, Rail Division and Maine Central Railroad Company, dated March 22, 1982, and filed under I.C.C. Recordation No. 13664, on June 16, 1982 at 10:10 a. m.
14. Lease between Itel Corporation, Rail Division and Maine Central Railroad Company, dated April 11, 1980, and filed under I.C.C. Recordation No. 11899, on June 11, 1980 at 11:25 a.m.
15. Lease between Itel Corporation, Rail Division and New Orleans Public Belt Railway, dated June 17, 1977, and filed under I.C.C. Recordation No. 8904, on July 26, 1977 at 9:15 a.m.

16. Lease between Itel Corporation, Rail Division and Port Huron and Detroit Railroad Co., dated February 22, 1977, and filed under I.C.C. Recordation No. 8799 on April 27, 1977 at 12:45 p.m.
17. Lease between Itel Corporation, Rail Division and Rahway Valley Railroad, dated September 19, 1978, and filed under I.C.C. Recordation No. 10111, on February 14, 1979 at 12:30 p.m.
18. Sublease between Texas Mexican Railroad Co. and Soo Line Railroad, dated April 11, 1983, and filed under I.C.C. Recordation No. 14066, on June 21, 1983 at 3:00 p.m.
19. Lease between Itel Corporation, Rail Division, and Soo Line Railroad Co., dated February 17, 1983, and filed under I.C.C. Recordation No. 14002 on April 11, 1983 at 1:05 p.m.
20. Lease between Itel Corporation, Rail Division and Texas Mexican Railroad Co., dated March 15, 1978, and filed under I.C.C. Recordation No. 9778, on October 17, 1978 at 3:30 p.m.
21. Lease between Itel Corporation, Rail Division and Toledo, Peoria and Western Railroad Co., dated September 10, 1980, and filed under I.C.C. Recordation No. 12314 on October 16, 1980 at 2:40 p.m.
22. Lease between Itel Corporation, Rail Division and Valley and Siletz Railroad, dated July 26, 1978, and filed under I.C.C. Recordation No. 10032 on January 19, 1979 at 2:10 p.m.
23. Lease between Itel Corporation, Rail Division and Providence and Worcester Co., dated March 13, 1978, and filed under I.C.C. Recordation No. 9924, on December 19, 1978 at 2:45 p.m.
24. Assignment between Providence and Worcester Company and Warwick Railway Corp., dated April 24, 1980, and filed under I.C.C. Recordation No. 9924-E, on October 17, 1980 at 12:45 p.m.
25. Lease between Itel Corporation, Rail Division and Arkansas and Louisiana Missouri Railroad, dated June 14, 1977, and filed under I.C.C. Recordation No. 9049, on October 21, 1977 at 1:05 p.m.

Ms. Agatha Mergenovich
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26. Lease between Itel Corporation, Rail Division and Atlanta and St. Andrews Bay Railway Co., dated May 5, 1978, and filed under I.C.C. Recordation No. 9703, on September 22, 1978 at 2:15 p.m.

27. Lease between Itel Corporation, Rail Division and Greenville and Northern Railroad Co., dated August 6, 1976, and filed under I.C.C. Recordation No. 9102, on November 25, 1977 at 1:15 p.m.

28. Lease between Itel Corporation, Rail Division and Marinette, Tomahawk and Western Railroad Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9406, on May 26, 1978 at 2:30 p.m.

29. Lease between Itel Corporation, Rail Division and North Louisiana and Gulf Railroad Co., dated July 21, 1977, and filed under I.C.C. Recordation No. 9073, on November 10, 1977 at 2:20 p.m.

30. Lease between Itel Corporation, Rail Division and Escanaba and Lake Superior Railroad Company, dated December 22, 1976, and filed under I.C.C. Recordation No. 8653, on January 10, 1977 at 2:20 p.m.

31. Lease between SSI Rail Corp. and Lake Erie, Franklin and Clarion Railroad, dated January 3, 1977, and filed under I.C.C. Recordation No. 8668, on January 21, 1977 at 2:30 p.m.

32. Lease between SSI Rail Corp. and Minnesota, Dakota and Western Railroad, dated July 26, 1978, and filed under I.C.C. Recordation No. 10129, on February 22, 1979 at 11:40 a.m.

33. Lease between SSI Rail Corp. and Pearl River Valley Railroad Co., dated March 24, 1976, and filed under I.C.C. Recordation No. 8487-A, on August 27, 1976 at 1:30 p.m.

34. Lease between SSI Rail Corp. and Sierra Railroad Co., dated September 27, 1978, and filed under I.C.C. Recordation No. 10152, on February 26, 1979 at 2:30 p.m.

35. Sublease between McCloud River Railroad Co. and Camino, Placerville and Lake Tahoe Railroad Co., dated January 24, 1980 and filed under I.C.C. Recordation No. 8819-G, on May 5, 1980 at 3:15 p.m.

36. Lease between SSI Rail Corp., and McCloud River Railroad Co., dated April 20, 1977, and filed under I.C.C. Recordation No. 8819, on May 11, 1977 at 1:15 p.m.
37. Lease between SSI Rail Corp., and City of Prineville Railway Co., dated April 26, 1977, and filed under I.C.C. Recordation No. 8896 on July 20, 1977.
38. Lease between Itel Corporation, Rail Division and Kyle Railways, Inc., dated February 17, 1982, and filed under I.C.C. Recordation No. 13666, on June 17, 1982 at 10:50 a.m.
39. Sublease between Kyle Railways, Inc. and Natchez Trace Railroad, dated February 18, 1982, and filed under I.C.C. Recordation No. 13666-B, on June 17, 1982 at 10:50 a.m.
40. Sublease between McCloud River Railroad Co. and Sierra Railroad Co., dated August 29, 1980, and filed under I.C.C. Recordation No. 8819-N, on September 16, 1980 at 1:35 p.m.
41. Lease between SSI Rail Corp. and Terminal Railway of Alabama, dated April 4, 1977, and filed under I.C.C. Recordation No. 8797, on April 27, 1977 at 12:45 p.m.
42. Lease between SSI Rail Corp. and Toledo, Peoria and Western Railroad Co., dated January 12, 1977, and filed under I.C.C. Recordation No. 8676, on January 24, 1977 at 2:45 p.m.
43. Lease between Itel Corp. and Ashley, Drew and Northern Railway Co., dated March 29, 1977, and filed under I.C.C. Recordation No. 8837 on May 27, 1977.
44. Lease between SSI Rail Corp. and Corinth and Counce Railroad Company, dated April 29, 1977, and filed under I.C.C. Recordation No. 8838, on May 27, 1977 at 1:45 p.m.
45. Lease between Itel Corporation, Rail Division and Green Bay and Western Railroad Co., dated April 22, 1981, and filed under I.C.C. Recordation No. 13073, on April 30, 1981 at 10:50 a.m.
46. Lease between Itel and Meridian and Bigbee Railroad Company, dated June 1, 1977, and filed under I.C.C. Recordation No. 9072, on November 10, 1977 at 2:20 p.m.

47. Lease between Itel Rail and Apache Railway, dated June 1, 1976, and filed under I.C.C. Recordation No. 8709, on February 23, 1977 at 11:40 a.m.
48. Lease between Itel Corporation, Rail Division and Clarendon & Pittsford Railroad Co., dated October 18, 1976, and filed under I.C.C. Recordation No. 8658, on January 12, 1977 at 1:45 p.m.
49. Lease between Itel Corporation, Rail Division and FMC/Chemical Group, dated December 3, 1976, and filed under I.C.C. Recordation No. 8809-A, on May 11, 1977 at 1:15 p.m.
50. Lease between SSI Rail Inc., and Green Mountain Railroad Co., dated January 2, 1976, and filed under I.C.C. Recordation No. 9050, on October 21, 1977 at 1:05 p.m.
51. Lease between Itel Corporation, Rail Division and Hartford & Slocumb Railway Co., dated July 1, 1975, and filed under I.C.C. Recordation No. 9168, on January 9, 1978 at 2:05 p.m.
52. Lease between Itel Corporation, Rail Division and Lake Erie, Franklin and Clarion Railroad, dated January 3, 1977, and filed under I.C.C. Recordation No. 8853-A, on June 1, 1977 at 1:10 p.m.
53. Lease between Itel Corporation, Rail Division and McCloud River Railroad, dated April 20, 1983, and filed under I.C.C. Recordation No. 14029, on May 27, 1983 at 1:40 p.m.
54. Lease between Itel Corporation, Rail Division and Mississippi Export Railway Co., dated April 25, 1978 and filed under I.C.C. Recordation No. 9460, on June 27, 1978 at 8:50 a.m.
55. Lease between Itel Corporation, Rail Division and Sabine River and Northern Railroad Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9407, on May 26, 1978 at 2:30 p.m.
56. Lease between Itel Corporation, Rail Division and Valdosta Southern Railway Co., dated March 26, 1976, and filed under I.C.C. Recordation No. 8343-A on May 25, 1976 at 10:45 p.m.

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57. Lease between Itel Corporation, Rail Division and Valdosta Southern Railway Co., dated December 23, 1977, and filed under I.C.C. Recordation No. 9408, on May 26, 1978 at 2:30 p.m.

58. Lease between Itel Corporation, Rail Division and Vermont Railway Co., dated December 4, 1975, and filed under I.C.C. Recordation No. 9279 on March 13, 1978 at 2:20 p.m.

Enclosed is a check in the amount of \$580.00 covering the appropriate cross-indexing fees. If you have any questions please feel free to contact me at (415) 955-0547.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Patricia Salas Pineda', with a long horizontal flourish extending to the right.

Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

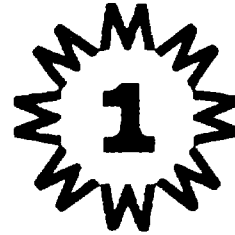
ITEL RAIL CORPORATION
INDEX TO CROSS-INDEXING
REQUESTED
IN LETTER OF NOVEMBER 17, 1983

Each ICC Recordation No. listed below to be cross-indexed to (1) Recordation No. 14165, and (2) all Recordation Nos. listed below to be cross-indexed under Recordation No. 14165.

<u>ICC RECORDATION NO.</u>	<u>PARAGRAPH NO. IN LETTER OF NOVEMBER 17, 1983</u>
8343-A	56
8487-A	33
8653	30
8654	6
8658	48
8668	31
8676	42
8709	47
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8797	41
8798	7
8799	16
8809-A	49
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<u>ICC RECORDATION NO.</u>	<u>PARAGRAPH NO. IN LETTER OF NOVEMBER 17, 1983</u>
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8896	37
8904	15
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9050	50
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9073	29
9102	27
9168	51
9279	58
9408	57
9406	28
9407	55
9460	54
9703	26
9756	10
9778	20
9924	23
9924-E	24
9936	8
10032	22
10033	4
10034	2
10111	17
10129	32
10152	34

<u>ICC RECORDATION NO.</u>	<u>PARAGRAPH NO. IN LETTER OF NOVEMBER 17, 1983</u>
10362	12
11899	14
12314	21
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13077	9
13554	11
13664	13
13666	38
13666-B	39
13706	3
13818	5
14002	19
14029	53
14066	18



6-266A010
Date **SEP 22 1976**
Fee \$ 50
(CC Washington, D. C.)

September 20, 1976

Mrs. Mildred R. Lee
Room 1227
Interstate Commerce Commission
Office of the Secretary
Washington, D. C. 20423

RE: TUTCHER MAGIC GAS CO.
Overbrook, Kansas

Dear Mrs. Lee:

Enclosed according to the instructions sent to me are the following items: my original letter addressed to you on August 12, 1976, a check in the amount of \$50.00 for a filing fee and three original duplicate Notice and Security Agreements describing the two rail tank cars upon which we are claiming a first security position. We would appreciate you very much verifying that we have handled this situation correctly and telling us that we do in fact have that first secured position in these cars.

You have also requested a further description of the cars and the best I can do is that they are all white with three foot black letters reading Tutchter, on the side. Further description including the serial numbers appears on my original letter to you mailed August 12, 1976. If you have any further questions, please do not hesitate to contact me either by phone or by letter.

Sincerely,

Bartlett Ford
Assistant Vice President

BF/mcv

Enclosures



August 12, 1976

Interstate Commerce Commission
Office of the Secretary
Washington, D.C. 20423

3487
NOTARY PUBLIC
STATE OF MISSOURI
COMMISSION EXPIRES 8-1-80

Gentlemen:

The Tutcher Magic Gas Co., Inc. is the owner of and has pledged as collateral to our bank, First National Bank, St. Joseph, Missouri, the following described two rail tank cars.

Department of Transportation Mechanical
Designation DOT 112A400W

Serial # LLLX10174 & LLLX10274

Description: 33,500 Gal. Capacity Pressure
Tank Cars which are leased to Novamont
Corporation, Neal, West Virginia.

Please confirm that our mortgage is the only mortgage on the above rolling stock and that we have a valid lien. We enclose a cashier's check for \$100.00 to cover the filing fee.

Yours truly,

David C. Tutcher, Vice President
Tutcher Magic Gas Co.
Overbrook, KS.

[Signature]
First National Bank
St. Joseph, MO

NOTARY PUBLIC
STATE OF MISSOURI
COMMISSION EXPIRES 8-1-80
NOTARY PUBLIC
STATE OF MISSOURI

Subscribed and sworn to before me, a Notary Public, in
and for Buchanan County, Missouri, this 12th day of
August, 1976.

Interstate Commerce Commission
Washington, D.C. 20423

9/27/66

OFFICE OF THE SECRETARY

Mr. Bartlett Ford
Assistant Vice President
First National Bank of St. Joseph
4th & Felix
St. Joseph, Missouri 64501

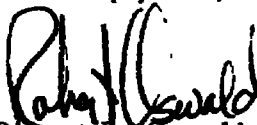
Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 9/22/76 at 10:05pm

and assigned recordation number(s)
8487

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

NOTE & SECURITY AGREEMENT

\$ 31,500.00

ST. JOSEPH, MO. August 12 1976

-----30 months-----

AFTER DATE, WE AS PRINCIPALS, PROMISE TO PAY

TO THE ORDER OF THE FIRST NATIONAL BANK OF ST. JOSEPH

Thirty-one Thousand Five Hundred and no/100----- DOLLARS

For Value Received, at the office of said bank in St. Joseph, Missouri, with interest from date at the rate of 10 per cent per annum payable annually if this note is not paid at mty principal and interest shall draw interest at the rate of 10 per cent per annum, payable annually, and if the interest be not so paid it shall be compounded annually. The makers, endorsers, guarantors and sureties hereby severally waive presentment for payment and protest and notice of protest and of non payment, and hereby consent to each and all extensions of the time of payment of this note without notice whereof. If this note is not paid by mty and the same is placed in the hands of an attorney for collection, we agree to pay an additional sum of ten per cent of the amount then due, as an attorney fee.

KNOW ALL MEN BY THESE PRESENTS, that Tutchter Magic Gas Co., Inc. (Name of Debtor)

residing at Overbrook (Address) (City) (County) Kansas (State)

Hereinafter (jointly and severally if there be more than one) called debtor, grants, conveys and gives to FIRST NATIONAL BANK (Name of Secured Party)

4th and Felix (Address) St. Joseph (City) Missouri (State)

hereinafter called secured party,

a SECURITY INTEREST in and to the following described property, hereinafter called collateral, together with all additions, replacements, accessions and accessories thereto as listed below or on the attached sheet which is incorporated herein:

Two rail tank cars-Dept. of Transportation Mechanical Designation DOT112A400W, Serial No. LLLX10174 & LLLX10274 Description: 33,500 Gal. Capacity Pressure Tank Cars which are leased to Novamont Corp., West Virginia. Also assignment of lease proceeds dated 9-4-74 between Novamont Corp. & debtor of the above named cars. Payment of \$1,250.00 per month beginning Sept: 15, 1976.

as security for payment of the above note executed by debtor to secured party

1. Proceeds \$
2. Other Charges, Itemized \$
3. Amount Financed (1 & 2) \$
4. FINANCE CHARGE \$
5. Total of Payments \$

ANNUAL PERCENTAGE RATE %

IF PAID PRIOR TO MATURITY, A MINIMUM FINANCE CHARGE MAY BE MADE OF \$

I desire Credit Life Insurance only.

I desire Credit Life and Disability Insurance.

I DO NOT want Credit Life or Disability Insurance

(Date) (Signature)

(Date) (Signature)

(Date) (Signature)

1. Debtor agrees and warrants that he owns said collateral free and clear of any liens or encumbrances and that he has executed no financing statement or security agreement covering said collateral other than as follows:

2. Debtor agrees and warrants that: (Check applicable box or boxes and fill in)

☐ Said collateral is being purchased with the proceeds of the note or notes above-mentioned and authorizes the secured party to disburse the proceeds of said note directly to the seller of the collateral.

☐ Said collateral will be used primarily for personal family use and will be located at

☒ Said collateral will be used primarily for business use to be located at

☐ Said collateral will be used primarily for farming operation and will be located at

on real estate described as:

Said real estate being owned by

☐ Said collateral will be located at and will be attached to or incorporated into real estate described as:

Said real estate being owned by

3. Debtor promises and agrees to keep said collateral insured from loss or destruction by fire, theft, collision and all other perils and to pay any and all taxes or charges which may be assessed against same. In the event that debtor shall fail to provide adequate insurance or to pay any taxes or charges assessed against said collateral, secured party may, without notice, at its option, but without any obligation or liability so to do, procure insurance, pay taxes or other said charges and add said sums to the balance of the debt herein secured. To the extent of the security interest herein granted, debtor hereby appoints the secured party the agent and attorney for the debtor in adjusting and cancelling such insurance and endorsing settlement drafts and hereby assigns to the secured party all sums including return premiums and dividends, as additional security, specifically agreeing that secured party may cancel any said insurance upon any default by debtor and apply any refund to the balance then due.

THE DEBTOR AGREES, REPRESENTS AND WARRANTS TO THE PROVISIONS ON THE REVERSE SIDE HEREOF AND AGREES THAT THEY ARE INCORPORATED HEREIN

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 12th day of August 1976

FIRST NATIONAL BANK
Secured Party

Tutchter Magic Gas Co., Inc.

Debtor

Ron C. Tutchter
Vice President

By

DEBTOR REPRESENTS, AGREES AND WARRANTS:

1. That secured party shall have the right to negotiate or assign the security interest evidenced by this agreement and the note which it secures, and understands that secured party may do so without any notice to debtor. Debtor specifically agrees that if there is any assignment or transfer of the security agreement or note, the assignee or transferee shall have all of the secured party's rights and remedies under this agreement and that debtor will not assert as a defense, counter-claim, set-off, cross-complaint or otherwise, any claim, known or unknown, which he now has or hereafter acquires against the original secured party herein in any action commenced by an assignee or transferee of this agreement and the note which it secures.
2. That any extension of the time for payment of any installment hereunder, or the acceptance of only a part of such installment, or the failure of the secured party to enforce the strict performance of any covenant, promise or condition herein contained on the part of the debtor to be performed, shall not operate as a waiver of the right of the secured party thereafter to require that the terms hereof be strictly performed according to the tenor hereof. No party of this agreement shall be discharged from liability to the secured party by reason of the secured party's extending the time for payment of an installment or installments owing or due upon said loan, or by reason of the secured party's waiver or modification of any terms of the note evidencing such loan, or of any terms of this agreement.
3. That debtor will not sell, lease, exchange, waste or otherwise dispose of the collateral or execute any financing statement covering this collateral or create any security interest in the collateral except that created by this agreement.
4. That upon the occurrence of any of the following events, the secured party may accelerate any obligation secured by this agreement and may declare debtor in default under this agreement, said events being as follows:
 - (a) If the debtor fails to perform any obligation contained in this agreement or in any note evidencing any obligation hereby secured
 - (b) If the debtor fails to fully comply with any provision of this agreement.
 - (c) If any warranty, representation or statement made or furnished to the secured party by or on behalf of the debtor was false in any material respect when made or furnished.
 - (d) If there occurs the dissolution, termination of existence or business failure of the debtor, or if there is commenced any proceeding under any bankruptcy or insolvency laws by or against the debtor or any guaranty or surety for the debtor, or if the debtor shall make an assignment for the benefit of creditors
 - (e) If any loss, theft, damage or destruction of the collateral not covered by insurance containing a loss payable clause naming secured party occurs.
 - (f) If a judgment is entered against the debtor or any guarantor or surety for the debtor in any court in any jurisdiction or if any event occurs which results in the acceleration of the maturity of the indebtedness of the debtor to the secured party or others under any other undertaking.
 - (g) The occurrence of any event that causes the secured party to reasonably and seasonably deem itself insecure
5. That upon default or at any time thereafter, secured party may, without notice, declare all obligations owed hereunder immediately due and payable and shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Missouri, and any other applicable laws. Debtor will, at secured party's request, assemble the collateral and make it available to the secured party at such place as is designated by the secured party, which shall be reasonably convenient, it being specifically agreed by the debtor that any place in the city where this loan is made which may be designated by the secured party shall be deemed reasonably convenient to debtor and secured party. Any requirements of reasonable notice by the secured party shall be met if such notice is mailed, postage prepaid, to the address of the debtor shown at the beginning of this agreement (or to such other address as the debtor may have requested in writing) at least seven days before the time of the event set forth in such notice. Expense of retaking, holding, preparing for sale, selling and the like, shall include the secured party's reasonable attorney's fees and legal expenses. Debtor agrees to pay all reasonable attorney's fees and legal expenses allowable by law, incurred by secured party in enforcing its rights under this agreement.
6. That the security interest herein granted shall extend to all future advances made by the secured party to debtor and to any after acquired property of the same type, kind or nature purchased by the debtor, whether as replacement or otherwise.
7. This agreement shall be deemed to have been made in the State of Missouri, and shall be construed according to the laws of said State. If any part of this agreement is contrary to the laws of any State, the other parts of the agreement shall remain valid, effective and enforceable.
8. The rights and remedies herein conferred upon the secured party shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of the rights and remedies conferred by the Uniform Commercial Code of Missouri and any other laws.
9. All rights of the secured party hereunder shall inure to the benefit of its successors and assigns, and all obligations of the debtor shall bind his heirs, executors and administrators or his or its successors and assigns. If there be more than one debtor, their obligations hereunder shall be joint and several.
10. That at any reasonable time the debtor will allow the secured party or representatives of the secured party to examine and inspect the collateral wherever located. That if the collateral hereunder is inventory or equipment used for business purposes, the debtor will keep accurate books and records of the collateral and shall allow the secured party or representatives of the secured party to examine said books and records at any reasonable time as well as the collateral itself.
11. That if the collateral is inventory, the security interest herein granted shall also extend to all proceeds realized by the debtor from the sale of the collateral.